

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Pillsbury Winthrop Shaw Pittman LLP	2. Registration Number 5198
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3. Primary Address of Registrant Four Embarcadero Center, 22nd Floor San Francisco, CA 94111
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4. Name of Foreign Principal NSO Group	5. Address of Foreign Principal 16 Galgaley HaPlada Street Herzeliya, Israel 4672216
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6. Country/Region Represented

7. Indicate whether the foreign principal is one of the following: <input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____
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8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant b) Name and title of official with whom registrant engages
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¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

NSO Group develops technology to help government agencies detect and prevent terrorism and crime.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>





11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NSO is a privately owned company with a majority holding by Novalpina Capital and minority holding of founders and management.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
June 30, 2021	Stephan E. Becker	 /s/ Stephan E. Becker eSigned
		
		
		

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Pillsbury Winthrop Shaw Pittman LLP

2. Registration Number

5198

3. Name of Foreign Principal

NSO Group

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 6/30/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide advice on business development opportunities and strategies to educate potential business partners about NSO's technologies, including legal advice on U.S. government procurement regulations and corporate compliance policies.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide advice on business development opportunities and strategies to educate potential business partners about NSO's technologies, including legal advice on U.S. government procurement regulations and corporate compliance policies.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Provide assistance with education of government officials about NSO's technology.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

June 30, 2021

Stephan E. Becker

/s/ Stephan E. Becker

eSigned



Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, NW | Washington, DC 20036 | tel 202.663.8000 | fax 202.663.8007

Brian E. Finch
tel: +1.202.663.8062
brian.finch@pillsburylaw.com

June 30, 2021

Mr. Shmuel Sunray
General Counsel, NSO Group
22 Galgalei Haplada
Herzeliya, Israel 4672216

Dear Shmuel,

This letter confirms that NSO Group ("you") has engaged Pillsbury Winthrop Shaw Pittman LLP to advise and represent you in the matter described below and provides the terms and conditions of our engagement.

1. Scope of Engagement and Fees. You have asked us to advise you on business development opportunities and strategies to educate potential business and government partners about NSO's state-of-the-art technologies, including legal advice on U.S. government procurement regulations and corporate compliance policies. Commencing on June 1, 2021 for a six-month period and subject to renewal after December 2, 2021, the fee for services covered by the scope of this engagement will be a \$75,000 per month plus reasonable expenses, including reimbursements for all filing fees, costs, and expenses paid or incurred related to compliance requirements in relevant jurisdictions. Our billing policies and procedures, rates, charges for disbursements, and other standard terms of engagement are provided in the Addendum to this letter.
2. Identity of the Client. Unless agreed otherwise to in writing, NSO Group will be our sole client in this engagement and we will not be representing any of your affiliated or constituent individuals or entities, such as any parent or subsidiary companies, directors, officers, founders, managers, general or limited partners, employees, members, or shareholders. Because we do not represent any of these other entities or people, we may be adverse to them without seeking a consent mutually or waiver from you.
3. Foreign Agents Registration Act Compliance. The Parties mutually acknowledge and agree that this Agreement shall require Pillsbury to make

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certain filings in connection with and otherwise comply with the Foreign Agents Registration Act ("FARA"). Pillsbury shall have the duty and obligation to make any and all necessary filings and report pursuant to FARA in connection with this Agreement. In addition to other indemnification obligations set forth in this Agreement, an indemnifying Party shall indemnify and hold harmless the Indemnified Parties from and against any and all penalties, fees, damages, liabilities, costs, and claims (including reasonable attorneys' fees) in connection with FARA which the Indemnified Parties may incur as a result of, related to, or arising out of, the indemnifying Party's failure to: (i) provide complete or accurate information to the Indemnified Parties; (ii) timely provide all requested information; (iii) abide by all applicable laws; or (iv) abide by the terms of this Section.

4. Pillsbury Marketing. You agree that we may list you as a client in our marketing materials and note the general nature of the matters where we have represented you. We will of course preserve any confidential information obtained during the course of our engagement.
5. Advance Conflicts Waiver. Pillsbury is an international law firm that represents many different clients with diverse interests. Many of our clients conduct business or compete with one another. Our website, www.pillsburylaw.com, describes the types of clients we represent, the locations where we practice, and the matters we typically handle.

In the future, we may be asked to represent a party in a transaction or a dispute that is adverse or potentially adverse to you or to represent you where an adverse party is another client of our firm, where that transaction or dispute is unrelated to the matter involved in this engagement. Under the rules of professional conduct for lawyers in many of the jurisdictions where we practice, we may be precluded from representing a current or new client in a matter adverse or potentially adverse to you, even though that matter is unrelated to this engagement for you, unless we have a conflict waiver from you and the other client in advance that we may do so. Similarly, under the rules of professional conduct for lawyers in many of the jurisdictions where we practice, we may be precluded from representing you in a matter adverse or potentially adverse to another client of our firm, even though that matter is unrelated to our work for that other client, unless we have a conflict waiver from you and the other client in advance that we may do so.

We ask that you consent to or waive the conflicts of interest associated with our representing parties that are adverse to you in transactions and disputes so long as the matters are unrelated to our work for you. In addition, we ask that you consent to or waive the conflicts of interest associated with our representing you on transactional and dispute engagements where adverse parties are also clients

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of ours on matters unrelated to the engagement for you. You further agree that with respect to transactional matters for you, we need not give you notice that adverse parties are Pillsbury clients unless you specifically ask us whether an adverse party is a client of ours. With respect to disputes, we will advise you if the adverse party is a Pillsbury client. We will not undertake any such representations unless we have a reciprocal waiver from the client that is adverse to you.

Your signature on this letter confirms that you do consent and agree that we may take on such matters and that you waive any conflicts that such a future representation might present to the extent such consent and waiver may be required under applicable laws. We will preserve at all times your confidences under applicable rules of professional conduct and this advance waiver does not affect that obligation.

You also acknowledge, by signing this letter, that you have had the opportunity to consult with other counsel about the consequences of granting this advance waiver and our position on conflicts of interest and that we recommended that you do so.

6. Additional Conflict Information. We also request your acknowledgement that you agree with us that it is not a conflict of interest under the applicable rules of professional conduct for us, in connection with funding opportunities, contracts or merger and acquisition transactions and related financing matters, to represent, using separate teams (commonly referred to as “trees”) that maintain information barriers between such teams about these representations (except as may be agreed in respect of any particular subject such as, for example, shared expert diligence and a shared common or “neutral” diligence team), to represent competing applicants, bidders and/or advisors and financing sources for competing bidders. We, of course, will not accept an engagement from more than one client in such situations unless we believe that such additional representations will not have an adverse effect on the exercise of our independent professional judgment. In connection with our representation of you or other clients in such competitive situations, we will not advise you about the merits of any of our other clients’ competing applications or bids or challenge on your behalf the applications or bids of or any awards to other of our clients. Your signature on this letter also confirms that you agree with this as to any current and future such transactions and, to the extent that there is in fact a conflict of interest under applicable rules of professional conduct arising from such multiple representations, you waive that conflict.
7. Termination or Withdrawal. Unless otherwise agreed in writing, this engagement will terminate if no services are provided by us for a six-month period, except where we are awaiting an action or decision by a court, tribunal

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or agency, or specific actions are necessary to complete the engagement that extend beyond the 6-month period.

You may terminate this representation at any time, with or without cause, by providing written notice to us.

We have the right to withdraw from representation of you subject to applicable rules of professional conduct. Before withdrawing we will discuss with you any steps necessary to protect your interests in any ongoing matter including transfer to other legal counsel.

The termination or withdrawal of this engagement will not affect your responsibility to pay for services rendered and charges incurred on your behalf.

8. Arbitration of Disputes. If you disagree with the amount of our fees or other charges, or if you have any concerns about our work for you, please bring that to our attention as soon as possible. In the event any dispute between us arising from or relating to our work cannot be resolved informally, we both agree to forego the right to trial by jury and to resolve any disputes between us, or any disputes you have with any of our lawyers or staff, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before JAMS, or another arbitral body if mutually agreed. The arbitration will be governed by JAMS Comprehensive Arbitration Rules and Procedures, conducted before one neutral arbitrator for any dispute where the claim is less than \$300,000 or before three neutral arbitrators for any larger dispute, and the arbitrator or arbitrators will be authorized to award any damages or relief that a court of law having jurisdiction over the dispute could award. Any award may be enforced in any court with jurisdiction. You acknowledge by signing this letter that you have had the opportunity to consult with other counsel about the consequences of agreeing to binding arbitration and that we recommended that you do so.

To the extent that New York rules would apply to a dispute between us that cannot be readily resolved, you may have the right to request non-binding arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or under applicable bar association procedures. By signing this engagement letter, you expressly waive that right and agree to binding private arbitration as provided above.

9. Internal Communications. There may be instances where our lawyers and staff find it useful to communicate about their professional obligations with inside or outside counsel for our firm. For example, we may need to determine if a new representation of another client would present a conflict of interest because of

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our work for you, and if so, the form of waiver required. Another example is where a dispute occurs between you and our firm. You agree that if our lawyers or staff have communications with our inside or outside legal counsel about our work for you, we have your consent to do so, and such communications will be deemed confidential and protected by our firm's attorney-client privilege. Our representation of you shall not waive such privilege and you agree that we will not be obligated to disclose such privileged communications.

10. Additional Engagements. If you request and we agree that our firm undertake additional engagements for you, or represent any of your affiliates, we will do so on the terms and conditions set forth in this letter unless otherwise mutually agreed in writing.
11. Review and execution. Please review this letter carefully and let us know if you have any questions. Please note that if, after receiving this letter explaining the terms of our representation of you, you accept any of our services for this engagement and do not first object to the terms contained in this letter, we will deem you to have accepted all the terms set forth in this letter. We nonetheless ask you, if these terms are acceptable, to please sign and return the enclosed copy, keeping a copy for your files.

We are pleased to have this opportunity to be of service and we look forward to working with you on the engagement.

Very truly yours,



Brian E. Finch
Partner

Accepted and agreed to:

By  _____

Shmuel Sunray - GC

Dated: 30.6.21 _____

ADDENDUM BILLING AND DISBURSEMENTS

1. Our Billing Policies and Procedures. The fee for this engagement will be \$75,000 per month plus reasonable expenses for a six-month period at which time the fee will be reevaluated to ensure it meets the interests of all parties. Current rates for the professionals who will work on your matter will range from \$650-\$1,250 per hour. Your team includes: the Honorable Greg Laughlin, *Senior Counsel*, Brian Finch, *Partner*, Yvette Cravins, *Senior Counsel*, Elizabeth Vella Moeller, *Partner, Public Policy Group Leader*, Craig Saperstein, *Partner*, Emily Erlingsson, *Partner*, and Nicole Steinberg, *Associate*.

It may become necessary or desirable to assign different or additional attorneys, paralegals, or document production professionals to work on this and any additional new matters. The rates for professionals may range from \$650 -- \$1250 USD per hour depending on the complexity of the assignment. Our standard hourly rates are adjusted periodically to reflect the advancing experience, capabilities and seniority of our professionals as well as general economic factors. We will provide you with notice of any adjustment in rates for professionals working on your matter.

2. Fees generally will be billed within 30 days of the month in which the services are rendered, and disbursements and other charges will generally be billed within 30 to 60 days after they are incurred by us. Payment is due within 30 days of receipt of statement following the end of the month.

The timely payment of our statements is important to us and a critical part of our engagement. If a bill is not paid within the period stated in section 2 above, you agree that interest on the full amount thereof at the rate of 1% per month will also be due. Interest will commence to run on the 35th day following the date of our statement for all unpaid amounts. Payment of interest does not waive or limit our rights to withdraw from representation for failure to make timely payment of statements when due.

3. Estimates of Fees and Expenses. Any estimates of anticipated fees that we provide at your request, whether for budgeting purposes or otherwise, are only an approximation of what the actual fees will be. Unless we have otherwise agreed in writing, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred as provided above.

4. Disbursements. In the course of our engagement, we will use our normal support systems. In addition to our fees for legal services, we will charge separately for certain costs, expense disbursements and taxes, as applicable. A list of our standard charges that may be incurred during the engagement is set forth below.

PILLSBURY WINTHROP SHAW PITTMAN LLP
DISBURSEMENT CHARGE RATES ¹ - USD
as of 01/01/2021

DISBURSEMENT/EXPENSE***CLIENT CHARGE BASIS****Computer**

Litigation Support Data Hosting charges	\$20 per GB per month
Computer Research (LexisNexis and Westlaw), etc.	Charged based on standard vendor rates per search, less a discount of 30% on Westlaw and LexisNexis searches, plus the hourly rate of the person conducting the search.

Document Preparation

Convenience Copies, Printing, Scanning	\$0.19 per page – Black and white \$0.44 per page - Color
Copy Center Reproduction and Printing (Photocopies, scans, images, etc.)	\$0.15 per page (for jobs under 3,500 counts) \$0.10 per page (for jobs of 3,500 counts or more)
Oversized Copies	\$0.75 per page
Color Copies	\$0.40 per page (for jobs under 3,500 counts) \$0.35 per page (for jobs of 3,500 counts or more)
Document Binding (Briefs, formal presentation documents, etc.)	\$1.25 per binding
CD Burn	\$5.00 per burn
DVD Burn	\$7.50 per burn
Tabs	\$0.20 per tab
Litigation Preparation (Copying, scanning, etc.)	\$0.10 per page (light) \$0.12 per page (medium) \$0.15 per page (heavy) \$0.19 per page (glass work)

* There is no charge for postage, faxes or domestic and international phone calls

¹ All other expenses incurred and paid for by the firm on behalf of clients, including express courier service, court services, catering, equipment rental, third party conference calls, cell phone expenses, etc. are charged at cost. Disbursements for large vendor invoices (over \$5000) will be forwarded directly to the client for payment. Alternatively, if the client prefers to have the firm pay the vendor for large invoices and include the disbursement on the next client bill, the firm will do so if the vendor agrees to defer payment of their invoice until the client pays the firm.

For matters involving patent work, we do not handle the payment of maintenance fees or annuities on granted United States or foreign patents. If you do not already have an arrangement for handling these payments, we suggest you consider engaging Computer Patent Annuities (“CPA”) or another similar vendor to handle monitoring and payment of your annuities. CPA, which has no affiliation with us, presently handles approximately 1,000,000 renewal payments each year and has relationships with patent and trademark offices in every country in the world. Of course, you can attend to these payments yourself rather than make use of a vendor, but we recommend against doing so. Please inform us as soon as possible which vendor you currently use or plan to engage for payment of maintenance fees and annuities on granted patents.

5. Electronic Discovery Activities and Charges. In the event that your matter involves processing, reviewing and/or producing documents, we may, with your approval, provide certain eDiscovery services to support these activities, including processing of electronic data for culling, analysis and review, hosting of electronic files and databases in one of our eDiscovery platforms (“eDiscovery databases”), assembling and distributing document and data productions, or performing related analytics, technical services and project management tasks. We may also perform research activities on your eDiscovery databases to improve productivity or provide analytic results or insights, consistent with our confidentiality obligations to you.

Our Litigation Support Department maintains resources within the firm’s network to facilitate eDiscovery projects, as an alternative to using a third-party vendor or consultants for these services. If you elect to use our Litigation Support Department, you will be charged fees for eDiscovery services at hourly or unit-based (*e.g., per-gigabyte or per-document*) rates, depending on the nature of your project and the type of eDiscovery services we perform. This includes monthly hosting charges based on the volume of eDiscovery databases maintained in our platform on your behalf.

You agree to pay for eDiscovery services performed by us in connection with this engagement, regardless of the outcome of your matter. You authorize us to delete your eDiscovery databases, upon 10 days written notice of our intent to do so, at the conclusion of any eDiscovery project, or upon the termination of this engagement. You further authorize us to take your eDiscovery databases offline if you fall behind on payments to us and agree that we are under no obligation to continue hosting your eDiscovery databases or providing access to them if your account is not current. You also agree that you are entitled to receive a copy of your eDiscovery databases, but only upon written request received by us prior to their deletion, subject to our ordinary hourly rates and media charges and provided your payments to us are up to date.

6. Communications, Files and Subpoenas. In working on the engagement, we will preserve communications and documents in either hard-copy or electronic form, depending on the circumstances, as reasonably necessary to represent you. As described below, some of these files belong to you (“Client Files”) and some belong to us. The Client Files consist of those electronic and hard-copy documents that are kept in the central file that we maintain for each

client matter. Before we transmit the Client Files to you at your request, we will remove administrative documents, purely internal correspondence and drafts of documents or memoranda that we may prepare but do not transmit to you.

In the event we are required to respond to a subpoena or other formal request for records or other information relating to our services for you, including testimony at a deposition, we will consult you before responding to determine if you want to supply the information demanded and/or assert the attorney-client or other privilege that may apply. You agree to reimburse us for the time and expense for responding to such demands, including, without limitation, the time and expense for searching, locating, reviewing, and copying responsive information, appearing at depositions or hearings, and litigating any issues raised at your request.

At the completion or termination of this engagement, you may request in writing the return or disposal of the Client Files. To collect and prepare the Client Files for delivery or disposal, we likely will need to spend time and incur expense. You agree to pay us at our regular rates for this time and pay any necessary disbursements. We will give you an estimate of our expected charges promptly after receipt of your written request for transfer or disposal of the files. In our discretion we may make and keep a copy of any Client Files being returned or disposed of at our expense.

If you do not request return of the Client Files, we will maintain them for a period of five years, after which time you agree that we may dispose of them in a confidential manner. Prior to disposal of the Client Files, we will advise you in writing, at the last known address in our files, of our intent to do so to give you an opportunity to request the materials. We may dispose of our own files at any time without notice to you.

Please also note that if electronic communications are sent or received by you on a computer or other device that may be accessed by third parties, the privilege protection that such communications with us might otherwise be afforded may be lost. We therefore strongly encourage you not to use such a device when communicating with us. Please also note that our records may be accessed electronically by all our offices and that we may store records using "cloud computing."

7. Non-legal Services. Because we are a law firm, we provide only legal services. In the engagement we will not provide any investment, insurance, accounting, or technical advice, make business decisions, or investigate the character or credit of those with whom you may be dealing.